

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-176
ANNUAL REQUIREMENTS FOR
MISCELLANEOUS PLUMBING SERVICES -
LARGER THAN 2"
(UNIT PRICE CONTRACT)

DATE: November 16, 2005

CONTRACT PERIOD: Dec.31,2005 thru Dec 31,2006

CONTRACTOR: Natkin Service
2133 Cornhusker Hwy
Lincoln NE 68521

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Marv Burbach
Telephone No.: 402-435-4924
FAX No.: 402-435-4994
E-Mail Address: marvin.burbach@york.com

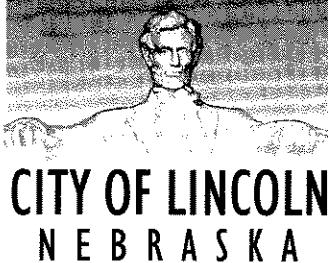
THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Unit Price Contract dated Dec 10, 2004 and
Specifications 04-176

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #74729
Dated:11/10/05



Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513



MAYOR COLEEN J. SENG

lincoln.ne.gov

October 14, 2005

Natkin Service
2133 Cornhusker Hwy.
Lincoln, NE 68521

ATTENTION: Ms, Mary Burbach,

RE: ANNUAL REQUIREMENTS FOR MISCELLANEOUS PLUMBING SERVICES - LARGER THAN 2" (UNIT PRICE CONTRACT) SPECIFICATION 04-176

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to **renew the contract** for one (1) additional term beginning December 31, 2005 thru December 30, 2006.

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign all three letters below. Please mail all three letters and a current insurance certificate back to our office by **October 24, 2005** for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued, you shall receive an Award Notification and your copy of the contract by mail.

Your Certificate of Insurance must be current, must be registered in your company name as stated on the contract and must read **City of Lincoln/Lancaster County as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord section.

If your company should choose **not** to renew this contract in it's original form, please state *on your letterhead* the **reasons** and return to the City of Lincoln/Lancaster County. Attn: Tom Kopplin

Vince M. Mejer
Purchasing Agent

Official City Use Only

NATKIN SERVICE
Company Name
2133 CORNHUSKER HWY
Company Address
435 4924
Phone No.
435 4994
FAX No.
MARVIN.BURBACH@YORK.COM
E-Mail Address
MARVIN BURBACH
By(print)
DISTRICT SERVICE MANAGER
Title
10/21/05
Date
Mary Burbach
Signature

Dated this 10 day
of Nov 2005

Coleen J Seng, Mayor

Company Name Natkin Service

**PROPOSAL FOR
UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS PLUMBING SERVICES LARGER THAN 2"
Specification 04-176**

I/We the undersigned, having read the attached specifications and Conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis.

Prices are to be held for one year:

- A. **LABOR RATES:** Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates shown below:

A.1.	Master Plumber	\$ <u>53.00</u> per hour
A.2.	Journeyman Plumber	\$ <u>51.00</u> per hour
A.3.	Plumber's Apprentice	\$ _____ per hour
A.4.	Laborer	\$ _____ per hour

- B. **MATERIAL:** Invoice cost of materials including associated freight.

- C. **EQUIPMENT:** Shall be a lump sum not to exceed price, be job specific and be agreed to by the department/agency representative at the start of each individual job.

- D. **OVERHEAD AND PROFIT:**

D.1.	Overhead and profit of Item B (Material) excluding freight	<u>20</u> %
D.2.	Overhead and profit of Item C (Equipment)	<u>20</u> %
D.3.	Overhead and profit of all subcontractor costs	<u>10</u> %

These Unit Price Proposals are offered by Natkin Service, hereinafter referred to as the Bidder,

- ☒ A corporation organized and existing under the laws of the state of Delaware.
☐ A partnership doing business as _____
☐ An individual doing business as _____

Addenda: Bidder has received Addenda Nos. 0, and has included their provisions in this bid.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-176**

Natkin Service
COMPANY NAME

Marvin Burbach
BY (Signature)

2133 Cornhusker Hwy, Ste. B
STREET ADDRESS or P.O. BOX

Marvin Burbach
(Print Name)

Lincoln, NE 68521
CITY, STATE ZIP CODE

District Service Manager
(Title)

402-435-4924 402-435-4994
TELEPHONE No. FAX No.

July 21, 2004
(Date)

13-3473472
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

Net 30
TERMS OF PAYMENT

marvin.burbach@york.com
E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

**UNIT PRICE PLUMBING CONTRACT
FOR MISCELLANEOUS PLUMBING SERVICES - LARGER THAN 2"**

THIS CONTRACT, is made and entered into this 10th day of December, 2004 by and between Natkin Service, hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of September, 2004, through the 31st day of August, 2005, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

3. Termination.

- A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
- B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

4. Standard Specifications General Conditions. The City of Lincoln Standard Specifications For Municipal Construction and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.

5. Non-Discrimination.

- A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.

6. Drug Free Workplace.

- A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.
- C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

7. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
8. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
9. Insurance. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.
10. Indemnification.
 - A. The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.
11. Applicable Laws and Permits.
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
12. City's Representatives.
13. Guarantee. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.
14. Contract Bonds.
 - A. Each year's work executed under the provisions of this Contract shall be bonded separately.

15. Quotations for Individual Unit Price Projects.
If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
16. Use of Subcontractors. The Contractor shall advise the City of his intention to use any subcontractors.
17. Notice to Proceed.
A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
C. Work shall be complete on or before the date set forth in the Notice to Proceed.
18. Invoices.
A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
B. Each project shall be invoiced separately.
C. The Contractor's invoices shall include the hydrant number and location, date of painting, as established in the Contractor's Unit Price Proposal.
D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
19. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
20. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this ____ day of _____, 2004.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Natkin Service

Company Name

2133 Cornhusker Hwy

Street Address

Lincoln

NE

68521

City

State

Zip Code

Ofc 435-4924

Fax 435-4994

Telephone Number(s)

By:

Name (Print)

Signature

Title

SCHEDULE A
CURRENT CODES IN USE RELATING TO
CONSTRUCTION DEVELOPMENT IN THE CITY OF LINCOLN
AUGUST 1, 1999

- 1997 Uniform Building Code & Local Amendments
- 1994 Nebraska Accessibility Guidelines
(Patterned after and similar to ADA guidelines)
- 1989 Fair Housing Act - As Amended Effective March 12, 1989
- 1979 Zoning Ordinance of the City of Lincoln - As Amended Including 1994 Parking Lot
Lighting Standards
- 1994 Life Safety Code NFP
- 1997 Uniform Fire Code and Local Amendments

Applicable NFPA National Fire Code Standards
- 1999 National Electrical Code & Local Amendments
- 1997 Uniform Mechanical Code & Local Amendments
- 1990 National Plumbing Code *
- 1992 Lincoln Plumbing Code *
- 1994 Lincoln Gas Code

Ground Snow Load: 30 lbs. Sq.Ft.

Seismic Zone: Undetermined

Wind Load: 25 lbs. Sq.Ft.

Exposure C

Wind Resistance: 80 m.p.h.

* The Lincoln Plumbing Code contains basically the 1990 National Standards Plumbing Code and local community amendments. No separate amendments are printed for National Standard.

CITY OF LINCOLN, NEBRASKA**UNIT PRICE QUOTATION****MISCELLANEOUS PLUMBING SERVICES, Larger than 2" 04-176**

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Master Plumber			
Journeyman Plumber			
Plumber's Apprentince			
Laborer:			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% O. & P.	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

O. & P. ON SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM: _____

BY: _____

ADDRESS: _____

Change Order #: _____

Accepted: _____

Not Accepted: _____

PHONE _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____